



**Office of the Administrative Director — Financial Services Division**

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June 24, 2008

MEMORANDUM

TO WHOM IT MAY CONCERN:

FROM: Janell Kim, Financial Services Director

SUBJECT: ADDENDUM NO. 1  
INVITATION FOR BIDS NO. J08267  
TO FURNISH AND DELIVER BELL & HOWELL BRAND SCANNERS FOR THE  
JUDICIARY, STATE OF HAWAII

Transmitted herewith is one copy of ADDENDUM NO. 1 for your review. A primary amendment to this IFB is to postpone the Bid Opening date from June 24, 2008 to **2:00 p.m., H.S.T., Friday, June 27, 2008.**

If you have any questions, please contact Jonathan Wong in the Contracts & Purchasing Office at (808)538-5805, FAX (808)538-5802, or email [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us). Technical questions may be directed to Gail Hedani in the Information Technology & Communications Division at (808) 538-5348, FAX: (808) 538- 5377 or email [gail.k.hedani@courts.state.hi.us](mailto:gail.k.hedani@courts.state.hi.us).

A handwritten signature in cursive script, appearing to read "Janell Kim".

Janell Kim  
Financial Services Administrator

JK/JW:jw

Transmittal

## ADDENDUM NO. 1

### INVITATION FOR BIDS NO. J08267 TO FURNISH AND DELIVER BELL & HOWELL BRAND SCANNERS FOR THE JUDICIARY, STATE OF HAWAII

June 24, 2008

The Bid Opening date for this IFB shall be 2:00 p.m. H.S.T., Friday, June 27, 2008.

Section 1.4 of the IFB shall be amended to read as follows:

#### **“1.4 EQUIPMENT AND WARRANTY/MAINTENANCE**

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications.

Warranty. The Contractor shall warrant against defects in material and workmanship to include all parts and labor (**upon Judiciary discovering through normal troubleshooting, with assistance from Contractor, that a warrantable repair is necessary**) for a minimum period of **one (1) year** from the date of acceptance by the Judiciary. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

The warranty service shall be provided on an on-call basis between the hours of 7:45 a.m. - 4:30 p.m. HST, Monday through Friday, excluding State holidays, and for repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract.

Maintenance/Extended Warranty. Full Service Maintenance or Extended Warranty agreement shall begin **after the required first year warranty period** (referenced in Warranty section above) and shall be **at the option and at the expense of The Judiciary.** **Annual maintenance charge increases, if any, are negotiable and are only applicable after the initial one year quoted maintenance period.** **If Contractor is not the Warranty service provider, Contractor shall name the local authorized service provider and the contact information in the Offer Form.**

Full Service Maintenance/Extended Warranty **shall include but not be limited to lubrication and cleaning as necessary, and parts to keep the equipment in good operating condition.** It shall be the responsibility of the Contractor to provide preventive maintenance inspections in order to preempt downtime. The authorized service provider shall make all necessary repairs and adjustments of the equipment, including the replacement of all parts without additional charge to keep the equipment in good working condition in accordance to the manufacturer's standards and specifications. There will be no additional labor charges. Contractor shall

provide on-call remedial service and shall be a next business day response after receipt of trouble call. The authorized service provider shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

Services not included in the Full Service Maintenance are repairs resulting from the deliberate misuse or abuse by Judiciary Personnel.”

**Section 2.5 of the IFB shall be amended to read as follows:**

**“2.5 OFFEROR QUALIFICATION**

- a. Experience: N/A
- b. References. Offeror shall list two (2) governmental agencies and/or business firms to whom bidder has sold, rented and/or serviced the manufacturer's Bell and Howell Scanner. The Judiciary reserves the right to reject the bid submitted by any offeror who has not provided a Bell and Howell Brand Scanner and performed services that is similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory .(See References section in OFFER FORM for further details.)
- c. Local Representative. Offeror shall have **or** identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the State of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the maintenance of the Bell and Howell Brand Scanner for the duration of the maintenance period. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.”

**Section 2.6.2 in the OFFER PREPARATION section of the IFB shall be amended to read as follows:**

**“2.6.2. Offer Price**

Offer price shall include all costs required to furnish and deliver a Bell and Howell Brand Scanner as outlined in this IFB. **Offer price shall include a ONE (1) year warranty in the unit price and any necessary maintenance during the warranty period; maintenance thereafter (year after warranty) will be at the option and at the expense of The Judiciary.** Unit Price and Grand Total shall include all shipping & handling costs , Hawaii General Excise Tax, and any and all other costs to provide the equipment per the specifications. Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination to include court locations on Oahu, Kauai, Maui, Molokai, Lanai, Hilo and Kona.”

**END OF ADDENDUM NO. 1**